

ANNEXE TO GAS APPLICATION FORM

Egoli Gas (Pty) Ltd - Standard Terms and Conditions for Gas Supply

1. Agreement to supply and start date.

- 1.1. The Consumer appoints Egoli Gas to supply gas to the Consumer for the duration of the agreement in accordance with the terms and conditions set out herein.
- 1.2. The supply of gas is conditional upon:
 - 1.2.1. a completed and signed application form being submitted to Egoli Gas;
 - 1.2.2. the Supply Point being connected to our gas supply system;
 - 1.2.3. payment by you of any initial charges and connection fees as stipulated herein;
 - 1.2.4. the amount of any deposit that Egoli Gas may request (as set out in Clause 4) is paid by yourself.
- 1.3.
 - 1.3.1. Prior to the commencement of the supply to you, the procedure set out hereafter shall apply save in the case of the transfer from one account-holder to another, where the procedure set out in 1.3.2. shall apply. We shall verify the meter reading on the anticipated start date. You will be required to sign a certificate of acceptance stating that you are satisfied that the equipment at your supply point has been satisfactorily installed and that the equipment so installed is in working order at the date of installation. The certificate of acceptance shall furthermore state the meter reading at the time of installation. By signing the certificate of acceptance you will be deemed to have agreed to the meter reading at the time of installation.
 - 1.3.2. Upon Egoli Gas receiving confirmation that an Existing Consumer (Outgoing Consumer) wishes to close his account: Egoli Gas shall:-
 - 1.3.2.1. send a termination notice to the Outgoing Consumer, *inter alia*, requesting full details of the Incoming Consumer and the takeover date by the Incoming Consumer;
 - 1.3.2.2. request a final meter reading to be provided to Egoli Gas, either by way of an emailed photograph by the Outgoing Consumer, or a physical meter reading shall be taken by an Egoli Gas meter reader which shall be emailed to csservice@egoligas.co.za on the day preceding the takeover date;
 - 1.3.2.3. upon receipt of the Incoming Consumer's details as requested and the meter reading, a Gas Application Form and Terms and Conditions, shall be transmitted to the Incoming Consumer via email, together with confirmation of any conditions applicable to the transfer of the account;
 - 1.3.2.4. upon receipt of the duly completed Gas Application Form, an account will be opened on the Egoli Gas system, a deposit request shall be sent by Egoli Gas to the Incoming Consumer;
 - 1.3.2.5. once all the relevant documents and proof of payment is received by Egoli Gas from the Incoming Consumer, the gas account will be transferred together with the gas reading to the Incoming Consumer's account;
 - 1.3.2.6. be entitled to deduct any amounts owing by the Outgoing Consumer to us, from the deposit received from the Outgoing Consumer and held by us, such amount shall include all amounts owing to us up to and including the day preceding the takeover date.
- 1.4. The terms and conditions set out below, shall govern the relationship between the Consumer and Egoli Gas save and except to the extent that such conditions may contradict the terms of the Gas Supply By-laws promulgated by Greater Johannesburg Transitional Metropolitan Council on 28 June 2000 ("the Gas Supply By-Laws"), the Consumer Protection Act 68 of 2008 and the National Credit Act 34 of 2005, in which case the provisions of the Gas Supply By-laws shall prevail.

2. Interpretation

In these terms and conditions

- 2.1. "Consumer" shall mean the name of the Entity appearing on the application form.
- 2.2. "Egoli Gas (Pty) Limited, registration number: 2006/009700/07" shall mean Egoli Gas and any of its subsidiaries.
- 2.3. "Gas" refers to natural gas.

- 2.4. "Meter Installation" shall mean an instrument installed at the premises by us for the measuring of the volume of gas passing through a pipe and includes a consumer meter and a sub-meter.
- 2.5. "Supply point" refers to the point where our equipment is connected in the premises to our external gas pipe lines, and/or your equipment..
- 2.6. "You", "your", "yourself" and "yourselves" refers to the person or persons who sign the application.
- 2.7. "Your Equipment" shall mean all gas installations and/or appliances (as defined in the Gas By-Laws) occurring or situate at, in, on or under your premises, excluding our meter installation. Premises shall be deemed to include those portions of land and buildings located within the perimeter walls and/or boundary of the premises referred to in the Gas Application Form.
- 2.8. "We", "us", "our" and "ourselves" refers to Egoli Gas (Pty) Limited its servants and agents, and successors and assigns.
- 2.9. All references made to the Gas Supply By-Laws include those by-laws as amended from time to time.
- 2.10. Words and expressions used in this agreement shall bear their ordinary meaning.

3. Payments

- 3.1. The current tariffs applicable to the supply of gas shall be the contracted price. The contracted price applicable to the supply of gas maybe amended by Egoli Gas from time to time.
- 3.2. You will be presented with a monthly invoice for your gas consumption. This invoice shall serve as a written record on which, *inter alia*, the following will be recorded; a description of the volume of gas consumed, the unit price of consumption, the total price of consumption without VAT, the VAT amount, the total amount (including VAT and any other taxes payable) and the date prior to which payment should be made by you.
- 3.3. You shall make payment of the amount stated in your invoice by no later than the date stipulated for payment in the invoice, failing which you will be in breach of your obligations to us.
- 3.4. We shall be entitled to charge you interest at an amount equal to 2% per month on all amounts not paid on or before the date that such payment fell due.
- 3.5. As Egoli Gas is a supplier of gas in a chain of suppliers, it suppliers may vary the price at which gas is supplied to it, accordingly Egoli Gas may vary the price at which it will sell gas to you from time to time. Should we elect to vary the gas price you will be given not less than 10 days written notice prior to the date on which the price variation will take effect.

4. Deposits

- 4.1. Subject to Clause 4.2 below, you shall prior to any gas being supplied, deposit with us an amount to be determined by us based on an estimate of the maximum quantity of gas which we anticipate will be utilised by you during any month. Such amount shall not exceed 3 times the estimated Rand amount of usage for a month.
- 4.2. We may in our sole and absolute discretion waive the requirement for payment of a deposit subject to a motivation for such waiver being provided by you, and if so waived we may subsequently on 30 (thirty) days written notice to you, rescind such decision, in which case the provisions of clause 4.1 shall be of application.
- 4.3. "Deposit" means money deposited by you which has not been used to pay off charges due from you in respect of the supply of gas.
- 4.4. Should the monetary value of your gas consumption increase we reserve the right to require you to increase the deposit so held on your behalf. You will be notified of this in writing should we require an increase in the deposit. The amount due by you in respect of the increase in the deposit will be recorded on the next monthly invoice together with the date on which payment of such amount is due.
- 4.5. Without prejudice to our right to cancel this agreement should you fail to pay any amount due by you within 14days of payment falling due, we may apply the deposit or part thereof by way of set-off to reduce and/or extinguish the amounts owing by you to us. In such an event, and upon written demand, and as a condition of us continuing to supply gas to you, you will be required forthwith to reinstate the deposit held to an amount equal to that held immediately prior to set-off being applied. All such deposits shall be invested in an interest bearing account and accrue interest for your benefit in terms of Section 6(3) of the Gas Supply By-Laws. Should you fail to reinstate the deposit forthwith, we shall be entitled to terminate the supply of gas to you without having to provide further notice to you.
- 4.6. Within 30 days of cancellation of this agreement, the deposit plus accrued interest, less any amounts due to us, shall be repaid to you.

5. Gas Consumed

- 5.1. The quantity of gas consumed by you monthly will be determined by reference to the meter applicable to the Supply Point which will be, *prima facie*, evidence of the quantity of gas consumed by you.
- 5.2. Should the meter not have been read in any one month at the time at which invoices are to be generated, we will be entitled to invoice you, and you shall be obliged to pay us, on the basis of estimated consumption, which estimate shall be based on your average consumption for the preceding 3 months. In such instances appropriate adjustments vis-à-vis your actual consumption as opposed to your estimated consumption will be made to the invoice submitted following the next meter reading.
- 5.3. You will be invoiced for gas consumed at the contracted price at the standard line pressure of the networks in your area as per the reading taken from your gas meter.
- 5.4. You are not entitled to resell gas supplied to you.
- 5.5. You shall notify us in writing immediately of any substantial change in your anticipated consumption of gas not less than 20 business days prior to the anticipated increase in consumption.

6. Cancellation

6.1. Your Right to Cancel

- 6.1.1. You may cancel this agreement at any given time by giving us 20 business days written notice of your intention to do so. Notwithstanding the cancellation of the agreement, you shall remain liable to us for any unpaid charges due to us.
- 6.1.2. If gas has not been consumed at the premises for a period of 6 months or longer, then we may at our sole and absolute discretion cause such service to be disconnected from the main gas supply line and proceed to cancel the Agreement.
- 6.1.3. Should you cease to occupy the premises in respect of which you have concluded this agreement, and you fail to cancel your Consumer Agreement, you shall remain liable to pay for all gas consumption on such premises up to and including the date of cancellation of this agreement.

6.2. Our Rights to Cancel

- 6.2.1.
 - 6.2.1.1. Should you breach any term of this agreement, all of which are deemed to be material, then in such event you shall be required, subject to 6.2.1.2 below, to remedy such breach within 3 days of receipt of a written notice failing which, we shall be entitled to terminate this agreement upon written notice;
 - 6.2.1.2. In the event of a breach which, in our sole and absolute discretion, is deemed to constitute a threat to the health or safety of any person or the environment, and/or integrity of the gas line, then in such event you shall be required immediately upon receipt of a written notice addressed to you by us or our authorised agents, to implement such remedial steps as are detailed in such notification. In addition to any other claim for damages, we may in such event immediately suspend and/or terminate the supply of gas to you pending the implementation of the required remedial steps. Provided that should a breach of this nature not be remedied within 72 hours of receipt of the aforementioned notification, we shall be entitled to cancel the agreement without further notice to you. For avoidance of doubt, safety and health issues shall include, but not be limited to, such conduct as is detailed in Clause 8.2 below.
- 6.2.2. If it comes to our attention, subsequent to us having concluded an agreement with you for the supply of gas, that you have provided us with materially incorrect information, we shall have the right to cancel this agreement subject to furnishing you with 24 hours notice of our intention to do so.
- 6.2.3. If you enter into a new gas supply agreement with us, any pre-existing agreement in respect of the same premises shall automatically be cancelled.
- 6.2.4. In the event that our licence to supply gas is revoked or suspended, this agreement shall automatically be deemed to have been cancelled on the taking place of the aforementioned events. Should the license however be reinstated or any suspension be lifted, the agreement will be automatically reinstated.
- 6.2.5. In the event that we disconnect the gas supply to your premises pursuant to a breach of your obligations arising here from and you rectify your breach and wish to be reconnected to our main gas supply pipeline you shall be responsible to pay to us a reconnection fee being the standard fee then charged by us to our consumers from time to time.

6.2.6. Should you commit any breach of this agreement on 3 occasions or more in any 12 month period, we shall be entitled to cancel the agreement on 24 hours notice.

7. Consequences of Cancellation

- 7.1. In the event of the cancellation of the Contract, you will remain liable for payment of all gas consumed to date of cancellation or date of disconnection whichever occurs last in time together with all and any other amounts howsoever arising, including but not limited to, all arrear amounts and interest due, owing and payable in terms of gas consumption, damages and the like.
- 7.2. Should you cancel this agreement within 12 months from the date that gas is first supplied to you in terms of the agreement (or such other date that we may agree in writing with you) then you shall be liable to pay all of our expenses that we may have incurred in installing or connecting any gas supply equipment to the Supply Point unless such expenses have already been paid for by you.
- 7.3. Should you cease to occupy the premises served by the Supply Point and fail to cancel this agreement as per Clause 6.1 you shall remain liable to pay for any gas consumed at the Supply Point and associated service charges until either of the following events occur:-
 - 7.3.1. the expiration of a period of 7 days subsequent to you having provided us with notice that you have ceased to own or occupy the premises; or
 - 7.3.2. in the event that we proceed to supply gas to the Supply Point in pursuance of a request made by a person other than yourself.
- 7.4. On termination of the agreement we will be entitled to remove from the Supply Point any property (including meters and equipment) of ours which may be present or associated with the Supply Point.

8. Safety and use of gas

- 8.1. In terms of our obligations as constituted by Sect 58(1) of the CPA and due to the fact that we shall be supplying you with natural gas through our gas supply pipelines and given that natural gas is highly flammable and potentially explosive, your attention is drawn to the underlying principals in connection with the supply and use of gas at your premises.

1. Only employees or authorized agents of Egoli Gas are authorized to install, repair, connect, disconnect or perform any work of whatsoever nature on any equipment in connection with your gas supply point. Our employees and agents are clearly identifiable by their clothing.
2. You are not permitted to tamper with or allow anyone else to tamper in any way whatsoever with the equipment located on the premises/the supply point as this may result in serious injury and/or loss. Should you fail to adhere to the above stipulations, we shall not be liable for any loss, damage or injury that you or anyone else may suffer as a result of your failure or their failure to adhere to the provisions of this agreement.
3. Should you become aware of the escape or the imminent escape of gas, or damage to the gas line or gas Supply Point, you shall immediately telephone us on our telephone number 011 726 4702 to establish what steps you are entitled to take in order to temporarily terminate gas flow to your premises.
4. Should you be unsure as to the correct procedure to be followed in respect of any gas equipment, you are required to contact us immediately to obtain advice and guidance in regard to the correct and safe handling of gas and equipment attached to the gas line.

9. Equipment at your supply point

- 9.1. The equipment installed at your Supply Point shall remain the property of Egoli Gas. At no time during or after the termination and / or cancellation of this agreement for whatsoever reason will ownership pass to either you or any other person associated with, or having any rights to the premises on which the equipment is installed.
- 9.2.
 - 9.2.1. Egoli Gas shall at all reasonable times be entitled to enter your premises for the purposes of, *inter alia*, inspection, removal or to effect necessary repairs to its equipment.
 - 9.2.2. Should you unreasonably withhold permission to enter the premises, then we shall be entitled to terminate this agreement forthwith.

- 9.3. Should you dispose of, damage or otherwise tamper with the equipment in breach of any of the terms of this agreement, you shall be liable to us in respect of all damages suffered as a result of such conduct, including, *inter alia*, the cost of replacing such equipment that has been damaged as a result of such conduct.
- 9.4. You shall properly maintain, and repair when necessary, your equipment by employing persons with appropriate expertise and skill to carry out the required work.
- 9.5. Should you become aware of any defects or damage to our equipment you are required to bring this to our attention immediately.
- 9.6. Should a gas leak occur either because of your failure to maintain your equipment or as a result of your failure to inform us of defects in or to our equipment, you shall be required to pay for the gas so consumed as per your meter reading at the time.
- 9.7. Should you not be the titleholder of the premises where our equipment is installed you are required to inform your landlord of our right, title and interest in and to the equipment.
- 9.8. Should you vacate the premises, be evicted from the premises or should a third party attach our equipment or lay a claim to our equipment you are required to inform us of such fact immediately.

10. Disconnecting your Gas Supply

- 10.1. A gas supply line shall only be disconnected by either ourselves or a duly authorised officer or agent of Egoli Gas. The aforesaid provision shall apply irrespective of the reason for the disconnection.
- 10.2. In the event that a disconnection becomes necessary, we will endeavour to give you reasonable notice thereof.

11. Limitation of Liability

- 11.1. Egoli Gas shall not be held liable for any loss suffered by you arising out of or relating to force majeure. Should a situation deemed as "force majeure" arise, Egoli Gas shall take all reasonable steps to continue to comply with its obligations in terms of this agreement.
- 11.2. We shall not be held liable for any loss, whether direct or consequential, suffered by you or anyone else, whether such loss relates to injuries and/or damage to any property situate at your premises, arising from your failure to adhere to the conditions set out above.

12. Cooling-off period

- 12.1. If you entered into this agreement with us as a result of direct marketing you have the right to notify us in writing, within 5 business days after this agreement was signed by you, of your intention to cancel this agreement.
- 12.2. Direct marketing means that you were offered by us, either in person or by mail or electronic communication, to be supplied with gas resulting in you entering into this agreement.
- 12.3. Should you fail to exercise your right to the provisions of this clause within the stipulated time period the agreement will come into full force.

13. Warranties relating to equipment

- 13.1. Should our equipment within the first 6 months of installation fail to meet the required standards you will be required to inform us immediately of this defect upon which we shall repair or replace the equipment without any penalty or expense to yourself.
- 13.2. Should it be determined that the equipment in question has become defective as a result of any action or conduct by yourselves, contrary to your obligations as contained in this agreement, in particular, clause 8 hereof, we shall not be liable for the costs of repairing or replacing such equipment, and shall only be obliged to continue supplying you with gas, alternatively, to reconnect the supply of gas to your premises subsequent to you having made payment to us in respect of the costs of repairing or replacing such equipment.

14. Assignment

- 14.1. We will be entitled to assign and cede any or all of our rights and liabilities under this agreement. You will not be entitled to assign your rights under this agreement without our prior written consent.

15. Notices / Domicilium Address

- 15.1. Notices must be in writing, in English and addressed to the receiving party at the physical address or email specified in the Application Form and will be deemed to have been received:
- 15.2. In the case of a letter:-
 - 15.2.1 if posted, on the 10th day after posting; or
 - 15.2.2 if delivered personally, on delivery; and/or
 - 15.2.3 in the case of email, 30 (thirty) minutes after the transmission thereof, to the email address provided.
- 15.3. Should you not record a physical address or email address on the Application Form then in such case the address at which gas is supplied shall be deemed to be your chosen domicilium address.
- 15.4. Your domicilium address shall be deemed to be the address chosen by you at which you agree to receive all correspondence, accounts, and in the case of litigation, all notices, pleadings, applications and the like, relating to the supply of gas to your premises from us. You shall be deemed to have received all correspondence and legal documents once they are delivered and/or transmitted to your nominated address notwithstanding that you may not physically have received such correspondence or legal documents.

16. Terms and Conditions to be amended from time to time

- 16.1. We shall be entitled to and shall, if deemed necessary, amend our terms and conditions from time to time. Such amended terms and conditions will be published and brought to your attention by Egoli Gas from time to time. Upon notification being provided to you of such amended terms and conditions, the amended terms and conditions shall supercede the terms and conditions previously in place at such time which shall be deemed to be replaced with these terms and conditions. The amended terms and conditions shall be deemed to constitute the whole agreement then in place between yourself and ourselves, save where 16.2 is applicable.
- 16.2. Where gas is currently supplied to you subject to existing terms and conditions as well as a separate further agreement, the separate further agreement shall continue to govern our relationship notwithstanding that the further separate agreement may contradict these terms and conditions. These terms and conditions shall become binding on the parties only to the extent permitted by the separate further agreement.

17. Certificate of balance

- 17.1. A certificate signed by a manager of Egoli Gas shall at the instance of Egoli Gas constitute *prima facie* proof of the subject matter stated therein as well as, if applicable, the amount due and payable by you to us in respect of any cause of action arising from any of the provisions of this agreement.

18. Separate undertakings

- 18.1. Each provision in these terms and conditions shall be deemed to be and shall be construed as being separate and several from every other provision contained in these terms and conditions.
- 18.2. No provision shall be limited or restricted by reference to or inference from any other separate provision..
- 18.3. If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable, such provision shall be divisible and be regarded as *pro non scripto*, the remainder of the terms and conditions to be regarded as valid and binding and of full force and effect.

19. Non Waiver

- 19.1. Should we not have insisted that you comply strictly with any of the terms and conditions at any previous stage, you may not assume that the terms and conditions have been altered. These terms and conditions will continue to apply and we will at any time thereafter be entitled to enforce these terms and conditions strictly without further notice to you.

20. Previous Agreements

- 20.1. This agreement supersedes any previous agreement as the agreement and amendments to any previous agreement are done with the main object to comply with the **Consumer Protection Act 68 of 2008** and the **National Credit Act 34 of 2005**.

9.1. For this purpose a "previous agreement" includes any contract that you may have had with the Greater Johannesburg Transitional Metropolitan Council.

10. Law to apply and Jurisdiction

10.1. This agreement will be interpreted and operated in accordance with the law of the Republic of South Africa.

10.2. You hereby agree that we shall be entitled, at our option, to institute any legal proceedings which may arise from these terms and conditions in the High Court of South Africa or any magistrate's court having jurisdiction over you, notwithstanding the fact that the claim or value of the matter in dispute may otherwise exceed the jurisdiction of such magistrate's court.

11. Costs

11.1. Should you breach any of the terms of this agreement, then you will be held liable to us for payment of all legal costs incurred by ourselves as a result of your breach on the attorney and own client scale, including collection commission and tracing agents' fees.

12. Credit Information

12.1. You agree that we may, on receipt of your application, and during the currency of this Agreement:

12.1.1. verify all information supplied on your application form;

12.1.2. make whatever enquiries and receive information from any person, credit bureau or financial institution in order to establish your credit worthiness; and

12.1.3. provide information on the conduct of your account to any credit bureau or credit provider.